

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

**Great Lakes Dredge & Dock Company,
LLC**

Plaintiff

vs.

**F/V VALLY (U.S. Official Number
543320), her engines, boilers, tackles, and
other appurtenances, etc., *in rem***

And

**Shrimp Trawler Vally Incorporated,
*in personam***

Defendants

Civil Action No.: 2:22-cv-00067

IN ADMIRALTY, FRCP 9(h)

VERIFIED ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff Great Lakes Dredge & Dock Company, LLC (hereinafter “GLDD” or “Plaintiff”), by this Verified Original Complaint against Defendant F/V VALLY (U.S. Official Number 543320), its engines, boilers, tackles, and other appurtenances etc. *in rem* (hereinafter “F/V VALLY”), and Shrimp Trawler Vally Incorporated (“Vally Inc.”; collectively, “Defendants”), *in personam*, and alleges and pleads as follows:

THE PARTIES

1. Plaintiff GLDD is a limited liability company organized and existing under the laws of the State of Delaware.

2. The principal place of business of GLDD is 9811 Katy Freeway, Suite 1200, Houston, Texas 77024.
3. GLDD is, and was at the time of the maritime collision described in this Complaint, the operator of the Dredge Vessel TERRAPIN ISLAND (U.S. Official Number 630823). As of the date of the collision, April 5, 2019, GLDD was the owner *pro hac vice* of the TERRAPIN ISLAND in accordance with a Master Bareboat Charter agreement between GLDD as Charterer, and CIT Bank NA as Owner (*a true and correct copy of the Ownership Certification is attached hereto as "Exhibit I"*).
4. CIT Bank NA is a financial institution located in Livingston, New Jersey. CIT Bank was the Owner of the dredging vessel TERRAPIN ISLAND on the date of the collision between the VALLY and the TERRAPIN ISLAND.
5. In accordance with the Master bareboat charter agreement for the TERRAPIN ISLAND that CIT Bank had with GLDD, GLDD had full possession, control, management, and command of the TERRAPIN ISLAND on April 5, 2019 as Owner *pro hac vice* and was responsible for the maintenance and repair of the TERRAPIN ISLAND. (*See Exhibit I – Owner Certification*).
6. Defendant F/V VALLY is a 64-foot commercial fishing vessel built in 1972 with an Official U.S. Number 543320 and IMO number 7333183 and owned by Shrimp Trawler Vally Incorporated. It is now, or will be during the pendency of this action, within the Southern District of Texas and subject to the jurisdiction of this Court.
7. Vally Inc. is a Texas corporation with its principal place of business at 2025 Anglers Place Road, Brownsville, Texas, 78521-9249, and its registered office at PO Drawer B, Navigation District Lower Docks, Port Isabel, Texas, both within this District.

JURISDICTION

8. This matter arises out of a maritime collision tort pursuant to 46 U.S.C. § 31301(5)(b) that occurred within the jurisdiction of this Court in the Corpus Christi Ship Channel, navigable waters adjacent to Corpus Christi, Texas, and is within this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333.
9. As a result of the maritime collision described further below, Plaintiff has a preferred maritime lien against the F/V VALLY.
10. The F/V VALLY has a homeport of Brownsville, Texas.
11. The F/V VALLY is, or will be, during the pendency of this action, present within the Southern District of Texas and subject to arrest within the District to enforce Plaintiff's preferred maritime lien in accordance with the provisions of Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.
12. Vally Inc. is a Texas corporation with its principal place of business and its registered office both within this District.
13. This is an admiralty matter under Rule 9(h) of the Federal Rules of Civil Procedure.

VENUE

14. Venue is proper in the United States District Court for the Southern District of Texas because this Court has subject matter jurisdiction over the matter at issue, the F/V VALLY is homeported in this District and is, or will be during the pendency of this action located within this District, and the principal place of business of Valley Inc. is within the District.

THE COLLISION

15. On the morning of April 5, 2019, the vessel TERRAPIN ISLAND was actively engaged in dredging operations in the Corpus Christi Ship Channel, inbound lane, near buoys nos. 7 and 8 (approximate position 27° 49' 7" North, 097° 01' 6" West).
16. That location was seaward of the demarcation line delineating those waters upon which mariners shall comply with the International Regulations for Preventing Collisions at Sea, 1972 (the "COLREGS") and those water upon which mariners shall comply with the Inland Navigation Rules (the "NAVRULES"), as set forth at 33 CFR § 80.850.
17. The Navigation Rules applicable to the area were the COLREGS, pursuant to the International Navigational Rules Act of 1977, 33 U.S.C. chapter 30.
18. There was a dense fog in the area of the Corpus Christi Ship Channel that morning and the TERRAPIN ISLAND had the appropriate navigation lights and sound signals for a vessel restricted in its ability to maneuver and was properly monitoring its marine radios.
19. The Corpus Christi Ship Channel is a navigable waterway which GLDD, by means of the TERRAPIN ISLAND and other vessels, was in the process of making wider and deeper to improve the safety of the Channel as part of the Corpus Christi Ship Channel Improvement Project.
20. As the TERRAPIN ISLAND was approaching the end of the dredging area on the inbound lane of the ship channel, the 2nd mate onboard looked for AIS contacts and checked his radar so that the TERRAPIN ISLAND could negotiate a clear starboard turn and make a fourth pass of the dredging area. The TERRAPIN ISLAND's compass heading was approximately 290 degrees. The turn appeared clear, so the 2nd mate then initiated a turn to the right.

21. As the TERRAPIN ISLAND reached a heading of approximately 081 degrees at approximately 9:20 a.m., a bright white light was seen by the TERRAPIN ISLAND at close range on the starboard side of the vessel. The light appeared to come from a fishing vessel that was attempting to cross from right to left, in front of the TERRAPIN ISLAND and was later identified as the F/V VALLY.
22. A crewmember on the TERRAPIN ISLAND sounded the danger signal and instructed another crewmember onboard to take the dredging gear off the bottom of the ship channel. A crewmember then placed the engines of the TERRAPIN ISLAND in reverse in an attempt to avoid the collision.
23. Despite the best efforts of the TERRAPIN ISLAND, the fishing vessel collided with the TERRAPIN ISLAND's starboard bow.
24. The impact from the collision of the F/V VALLY into the TERRAPIN ISLAND caused a triangular-shaped hole in the TERRAPIN ISLAND's starboard bow (hereinafter referred to as "the Damage") that measured approximately 22 inches wide at the top by 42 inches in height, with an area of approximately 464.2 square inches. The Damage was located approximately eight feet above the vessel's waterline and corresponds with the TERRAPIN ISLAND's starboard upper bow thruster room.
25. After the collision, the fishing vessel backed away from the TERRAPIN ISLAND, faded into the fog, and departed the scene without communicating with the TERRAPIN ISLAND or offering assistance.
26. Crewmembers of the TERRAPIN ISLAND who had been working on the bow were able to read the fishing vessel's name as "VALLY".

27. The TERRPIN ISLAND attempted to reach the F/V VALLY on marine radio (VHF-FM) channels to communicate regarding the collision and to find out if the F/V VALLY or any of its persons onboard needed assistance.
28. The F/V VALLY did not respond to the radio calls from the TERRAPIN ISLAND and did not make any radio calls to the TERRAPIN ISLAND.
29. The Captain of the TERRAPIN ISLAND then reported the collision to the United States Coast Guard, Sector Corpus Christi at approximately 9:30 a.m. and moved the TERRAPIN ISLAND from the ship channel. The TERRAPIN ISLAND then proceeded to Gulf Copper in Aransas Pass, Port Aransas to carry out a full assessment of the damage determine the needed repairs. (*A true and correct copy of the Coast Guard CG-2692 filed by GLDD is attached hereto as "Exhibit 2"*).
30. The collision between the TERRAPIN ISLAND and the F/V VALLY was solely and exclusively the result of the actions and omissions of the F/V VALLY.

**COUNT I – NEGLIGENCE OF F/V VALLY
FAILURE TO MAINTAIN PROPER LOOKOUT**

31. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
32. Upon information and belief, the collision was caused by the failure of the F/V VALLY to maintain a proper lookout by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions so as to make a full appraisal of the situation and risk of collision as required by Rule 5 of the COLREGS.
33. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to maintain a proper lookout, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair

of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT II – NEGLIGENCE OF F/V VALLY
FAILURE TO MAINTAIN A SAFE SPEED**

34. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
35. Upon information and belief, the collision was caused by the failure of the F/V VALLY to proceed at a safe speed so that it could take proper and effective action to avoid collision and be stopped within a distance appropriate to the prevailing circumstances and conditions as required by Rule 6 of the COLREGS.
36. At the time of the collision, the F/V VALLY was operating at a speed that failed to take into account: (i) the state of visibility; (ii) the traffic density; (iii) the maneuverability of the vessel; (iv) the dredging operations in the channel; (v) the characteristics, efficiency and limitations of the radar equipment on board the F/V VALLY; (vi) the number, location and movement of vessels detected by radar, if any; and (vii) the more exact assessment of the visibility that may have been possible when radar is used to determine the range of vessels or other objects in the vicinity.
37. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to maintain a safe speed, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT III – NEGLIGENCE OF F/V VALLY
FAILURE TO ASSESS RISK OF COLLISION**

38. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
39. Upon information and belief, the collision was caused by the failure of the F/V VALLY to use all available means appropriate to the prevailing circumstances and conditions to determine if risk of collision exists, and to make proper use of radar equipment to obtain early warning of risk of collision as required by Rule 7 of the COLREGS.
40. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to assess the risk of collision, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

COUNT IV – NEGLIGENCE OF F/V VALLY
FAILURE TO TAKE PROPER ACTION TO AVOID COLLISION

41. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
42. Upon information and belief, the collision was caused by the failure of the F/V VALLY to take proper action to avoid collision, including the failure to pass at a safe distance, the failure to slacken its speed or take all way off by stopping or reversing its means of propulsion, and the failure to take early action to avoid collision, all as required by Rule 8 of the COLREGS.
43. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to take proper action to avoid collision, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages

for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT V – NEGLIGENCE OF F/V VALLY
FAILURE TO KEEP OUT OF THE WAY WHEN OVERTAKING**

44. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
45. Upon information and belief, the collision was caused by the failure of the F/V VALLY to keep out of the way of the TERRAPIN ISLAND while overtaking the TERRAPIN ISLAND, as required by Rule 13 of the COLREGS.
46. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to keep out of the way of the TERRAPIN ISLAND while overtaking the TERRAPIN ISLAND, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT VI – NEGLIGENCE OF F/V VALLY
FAILURE TO TAKE EARLY AND SUBSTANTIAL ACTION TO KEEP WELL CLEAR**

47. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
48. Upon information and belief, the collision was caused by the failure of the F/V VALLY to take early and substantial action to keep well clear of the TERRAPIN ISLAND while required to keep out of the way of the TERRAPIN ISLAND, as required by Rule 16 of the COLREGS.
49. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to take early and substantial action to keep well clear of the

TERRAPIN ISLAND while required to keep out of the way of the TERRAPIN ISLAND, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT VII – NEGLIGENCE OF F/V VALLY
FAILURE TO KEEP OUT OF THE WAY
OF A VESSEL RESTRICTED IN ITS ABILITY TO MANEUVER**

50. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
51. At the time of the collision, the TERRAPIN ISLAND was engaged in dredging, and was therefore a vessel restricted in its ability to maneuver, pursuant to Rule 3(g)(ii) of the COLREGS.
52. Upon information and belief, the collision was caused by the failure of the F/V VALLY to take keep out of the way of the TERRAPIN ISLAND, a vessel restricted in its ability to maneuver, as required by Rule 18(a) of the COLREGS.
53. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to keep out of the way of the TERRAPIN ISLAND, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT VIII – NEGLIGENCE OF F/V VALLY
FAILURE TO COMPLY WITH THE RULES FOR A VESSEL
NAVIGATING IN OR NEAR AN AREA OF RESTRICTED VISIBILITY**

54. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.

55. At the time of the collision, the F/V VALLY and the TERRAPIN ISLAND were navigating in an area of restricted visibility due to heavy fog.
56. Upon information and belief, the collision was caused by the failure of the F/V VALLY to comply with the rules for a vessel navigating in or near an area of restricted visibility, by failing to proceed at a safe speed adapted to the prevailing circumstances and conditions of restricted visibility, with its engines ready for immediate maneuver, and by failing to take avoiding action in ample time, and upon detecting the presence of the TERRAPIN ISLAND forward of the F/V VALLY's beam, failing to reduce her speed to the minimum at which it could be kept on her course, or to take all its way off, and failing to navigate with extreme caution until danger of collision was over, as required by Rule 19 of the COLREGS.
57. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to comply with the rules for a vessel navigating in or near an area of restricted visibility, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

COUNT IX – NEGLIGENCE OF F/V VALLY
FAILURE TO MAKE REQUIRED SOUND SIGNALS IN RESTRICTED VISIBILITY

58. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
59. At the time of the collision, the F/V VALLY and the TERRAPIN ISLAND were navigating in an area of restricted visibility due to heavy fog.

60. Upon information and belief, the collision was caused by the failure of the F/V VALLY to comply with the rules for a vessel navigating in or near an area of restricted visibility to make the sound signals as required by Rule 35 of the COLREGS.
61. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to comply with the rules for sound signals to be made by a vessel navigating in or near an area of restricted visibility, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT X – NEGLIGENCE OF F/V VALLY
FAILURE TO EXERCISE GOOD SEAMANSHIP**

62. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
63. At the time of the collision, the F/V VALLY and the TERRAPIN ISLAND were navigating in an area of restricted visibility due to heavy fog.
64. Upon information and belief, the collision was caused by the failure of the F/V VALLY to take precautions required by the ordinary practice of seamen and by the special circumstances of the case, and to have due regard to the dangers of navigation and to the special circumstances at the time, including the limitations of the vessels involved, by, failing to exercise reasonable seamanship and failing to communicate with the TERRAPIN ISLAND by marine radio to confirm its intentions to pass the TERRAPIN ISLAND in the heavy fog experienced at the time, all in violation of Rule 2 of the COLREGS.

65. As a direct, foreseeable, and proximate consequence of the negligence of the F/V VALLY through its failure to comply with the requirements of good seamanship, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT XI – NEGLIGENCE OF F/V VALLY
CLAIM FOR PREFERRED MARITIME LIEN**

66. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 65.
67. As a result of the F/V VALLY's negligence as set forth above, the F/V VALLY collided with the TERRAPIN ISLAND, causing GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair, in the amount of approximately at US\$256,701, exclusive of pre- and post-judgement interest and costs.
68. On July 3, 2019, Laura Tuisl, a Risk Manager with GLDD, sent a demand letter to Mr. Sam Snodgrass, President of Shrimp Trawler Vally Incorporated and Owner of the VALLY, for the damages sustained by the TERRAPIN ISLAND. Included in that demand letter were the line-item costs incurred by GLDD as a result of the damages, along with the accompanying invoices. (*a true and correct copy of the demand letter sent to Mr. Sam Snodgrass is hereto attached as "Exhibit 3"*).
69. Much like the TERRAPIN ISLAND's attempt at communications with the VALLY at the time of the collision, no response was received.

70. Accordingly, payment of sums has been demanded by Plaintiff but remains outstanding. The outstanding balance, in addition to the prejudgment interest and expenses continue to accrue while the principal sum remains unpaid.
71. To date, the outstanding sums currently stand at US\$256,701 in principal plus (i) US\$40,462 (as of the date of this Complaint) of accrued interest, and (ii) costs and expenses, for a total amount of US\$297,163 as of the date of this Complaint, which amount is due and/or payable.
72. As a result of the F/V VALLY's failure to pay the amounts owed to GLDD originating from the collision, Plaintiff's claim for the amount of US\$256,701 plus interest and costs and expenses, attaches as a preferred maritime lien in favor of Plaintiffs on the F/V VALLY under the general maritime law.
73. This lien is enforceable by suit *in rem* in accordance with Rule C(1)(a) of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions.
74. By this action, Plaintiff claims and seeks to enforce its preferred maritime lien by suit *in rem*, in accordance with, and pursuant to, the general maritime law and Rule C and E of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions, to recover the sums due from the F/V VALLY.

**COUNT XII – NEGLIGENCE OF VALLY INC.
FAILURE TO MAN THE F/V VALLY
WITH PROPERLY TRAINED AND COMPETENT CREW**

75. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
76. Upon information and belief, the collision was caused by the negligent failure of Vally Inc. to properly man the F/V VALLY with properly experienced, qualified, trained, and competent crew familiar with the COLREGS and the practice of good seamanship.

77. As a direct, foreseeable, and proximate consequence of the negligent failure of Vally Inc. to properly man the F/V VALLY with properly experienced, qualified, trained, and competent crew familiar with the COLREGS and the practice of good seamanship, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

**COUNT XIII – NEGLIGENCE OF VALLY INC.
FAILURE TO PROPERLY EQUIP THE F/V VALLY**

78. Plaintiff realleges and incorporates by reference herein all the allegations set forth in paragraphs 15 through 30.
79. Upon information and belief, the collision was caused by the negligent failure of Vally Inc. to properly equip the F/V VALLY with properly functioning radar, automatic identification system (“AIS”) equipment, and marine radios capable of operating on required marine VHF-FM radio channels.
80. As a direct, foreseeable, and proximate consequence of the negligent failure of Vally Inc. to properly equip the F/V VALLY, the F/V VALLY collided with the TERRAPIN ISLAND, and caused GLDD to incur substantial damages for the repair of the TERRAPIN ISLAND and substantial lost profits as a result of the TERRAPIN ISLAND being put out of service during its period of repair.

RESERVATION OF RIGHT TO AMEND

81. Plaintiff reserves the right to amend this pleading to allege other faults on the part of F/V VALLY and Vally Inc. as the facts pertaining to this matter become more fully developed.

WHEREFORE, Plaintiff prays as follows:

- A. That process in due form of law, according to the practice of this Honorable Court in cases of admiralty jurisdiction issue against F/V VALLY, her engines, tackle, other appurtenances, etc., *in rem*, a warrant for the arrest of the F/V VALLY, and that the said vessel be seized by the U.S. Marshal to be held as security against any judgment to be entered herein;
- B. That the F/V VALLY, her engines, boilers, tackle, furniture, apparel, appurtenances, etc., after her arrest, be condemned and sold, free and clear of all liens and encumbrances, to satisfy the judgment, and that the Court award Plaintiff out of the proceeds of the said sale, the full amount of its claim, together with interest, costs and attorney's fees;
- C. That the damages suffered by GLDD be declared a valid preferred maritime lien on the F/V VALLY and declared prior and superior to all other interests, liens, or claims against the F/V VALLY;
- D. That judgment in the amount of US\$256,701 plus accrued and compound interest and costs and expenses be granted in favor of Plaintiff and against the vessel F/V VALLY; and
- E. That the Court grant Plaintiff such other and further relief as may be just, equitable, and proper.

Dated: April 5, 2022

Respectfully submitted,

ROYSTON, RAYZOR, VICKERY & WILLIAMS, L.L.P.

By: /s/ Dimitri P. Georgantas

Dimitri P. Georgantas

Texas State Bar No.: 07805100

Fed. I.D. No.: 2805

Eugene W. Barr

Texas State Bar No.: 24059425

Fed. I.D. No.: 1144784

1600 Smith Street, Suite 5000

Houston, Texas 77002

Telephone: 713.224.8380

Facsimile: 713.225.9545

dimitri.georgantas@roystonlaw.com

eugene.barr@roystonlaw.com

OF COUNSEL:

MILLS BLACK, LLP

H. Allen Black*

Peter F. Black*

1215 19th Street, NW

Washington, DC 20036

Telephone: (202) 467-4180

hablack@millsblack.com

plack@millsblack.com

(*Application for Pro Hac Vice admission pending)

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

**Great Lakes Dredge & Dock Company,
LLC**

Plaintiff

vs.

**F/V VALLY (U.S. Official Number
543320), her engines, boilers, tackles, and
other appurtenances, etc., *in rem***

And

**Shrimp Trawler Vally Incorporated,
*in personam***

Defendants

Civil Action No.:

IN ADMIRALTY, FRCP 9(h)

VERIFICATION OF ORIGINAL COMPLAINT *IN REM*

I, Stephanie Espinoza, declare as follows:

1. I am Assistant General Counsel to Great Lakes Dredge & Dock Company, LLC (“GLDD”) and I am authorized by that company to verify the Complaint in this case on its behalf.
2. I have read the foregoing Verified Complaint in this matter and based on documents and information obtained from employees and representatives of the Plaintiff, I am informed and believe the factual allegations and the matter therein to be true and correct to the best of my knowledge, information, and belief, and on that ground, I allege the factual allegations and matters stated in the Verified Complaint to be true.

I declare under penalty of perjury and the laws of the United States of America and the State of Texas that the foregoing is true and correct.

Executed this 5th day of April 2022 in Houston, Texas.

/s/

Stephanie Espinoza

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of April 2022



Christina Scott

Notary Public

State of Texas

County of Harris